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LABOUR & E. S. I. DEPARTMENT

NOTIFICATION

The 22nd January 2015

No. 767—IR (ID)-21/2014-LESI.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 27th August 2014 in Industrial Dispute Case No. 09 of 2014 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial dispute between the Management of M/s Subham Associate, Khurda working in the establishment of the Principal Employer, M/s United Breweries Ltd., Industrial Estate, Khurda and their Workman Shri Ainth Nayak was referred to for adjudication is hereby published as in the Schedule below :—

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 09 OF 2014

Dated the 27th August 2014

Present :

Shri Saroj Kumar Sahoo, O.S.J.S. (Jr. Branch)
Presiding Officer, Labour Court, Bhubaneswar.

Between :

The management of . . . First Party—Management
M/s Subham Associate, Khurda working in the
establishment of the Principal Employer,
M/s United Breweries Ltd., Industrial Estate, Khurda.

And

Their Workman, . . . Second Party—Workman
Shri Ainth Nayak, At Khaladwara,
P. O. Badatota, P. S. Jatni, Dist. Khurda.

Appearances :

Shri Sameer Ku. Jena . . . For the First Party—Management

Shri Ainth Naik . . . For the Second Party—Workman

AWARD

The Government of Odisha in Labour and E. S. I. Department in exercise of powers conferred upon them by sub-section (5) of Section 12, read with Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1974) have referred the following disputes for adjudication vide their Order No. 4965—IR (ID)-21/2014-LESI., dated the 26th June 2014 :—

“Whether the termination of service of Shri Ainthan Nayak, workman by way of refusal of employment with effect from the 7th December 2012 by the contractor M/s Subham Associates, Mukunda Prasad, Khurda is legal and/or justified ? If not, what relief Shri Nayak is entitled to ?”.

2. Both the parties are present and filed a joint petition along with memorandum of settlement drawn up in form “K”. They submitted that they have settled the dispute out of the Court and has prayed to pass an award in terms thereof. The terms of settlement were read over and explained to the parties to which they admitted to be true and correct. The terms of settlement being fair is accepted. An award is accordingly passed in terms of the settlement which do form part of the Award.

Dictated and corrected by me.

SAROJ KUMAR SAHOO
27-8-2014
Presiding Officer
Labour Court, Bhubaneswar

SAROJ KUMAR SAHOO
27-8-2014
Presiding Officer
Labour Court, Bhubaneswar

By order of the Governor
M. NAYAK
Under-Secretary to Government

FORM - K

(See Rule - 64)

FROM OF MEMORANDUM OF SETTLEMENT

Form for Memorandum of settlement, dated the 22nd July 2014 signed between M/s Subham Associate, Bypass New Colony, Mukunda Prasad, P. O. P. N. College, Dist Khordha - 752 057 and its workman Shri Ainth Naik, S/o Late Kumar Naik at Khaladwar, Belapada, P. O. Badatota, P.S. Jatani, Dist. Khordha.

Name of Parties

Representing Employer(s) :

Shri Sameer Kumar Jena
Proprietor of M/s Subham Associate,
Khordha.

Representing the Workman

Shri Ainth Naik

SHORT RECITAL OF THE CASE

During pendency of I. D. Case No. 49 of 2013 under Section 2A(2) of the Industrial Disputes Act, 1947 before the Industrial Tribunal, Bhubaneswar initiated on the basis of an application filed by Shri Ainth Naik and subsequent I. D. Case before the Labour Court, Bhubaneswar on the basis of order No. 4965—IR (ID)-21/2014-LESI., dated the 26th June 2014 of the Government of Odisha in Labour and ESI Department (Annexure - A), the workman Shri Ainth Naik (*alias* Ainth Nayak) and his employer M/s Subham Associate discussed the matters in dispute among themselves and also in the presence of authorized representative of the workman Shri Naik and his well wisher to settle the same amicably. After threadbare discussions the parties to dispute agreed to settle their dispute amicably out of their free will and volition on the terms recorded herein below.

TERMS OF SETTLEMENT

It is agreed by and between the parties—

1. That Shri Ainth Naik for his personal reasons shall not claim his reinstatement/re-engagement in service under M/s Subham Associate, Contractor of M/s United Breweries Limited, Khordha.
2. That in view of the fact that Shri Ainth Naik worked under his employer, M/s Subham Associate from the 1st January 2009 to the 5th December 2012, M/s Subham Associate, as a gesture of goodwill, shall pay a sum of Rs. 45,000 (Rupees Forty-five Thousand only) to Shri Naik towards full and final settlement of all his dues/claims/dispute, out of which Rs. 30,000 (Thirty thousand) will be paid by Account Payee Cheque to Shri Ainth Naik (*alias* Ainth Nayak, as his name stands as Ainth Nayak in his Bank Account in Oriental Bank of Commerce, Jatani Branch) and the balance amount of Rs. 15,000 (Fifteen thousand) by cash as insisted by him, in the presence of his authorized representative and other well wisher witness on the date of this settlement.

3. That Shri Ainth Naik will not raise any dispute or file any other case before any forum/Court for his eagagement/non-engagement or any other monetary benefit against his employer M/s Subham Associate, Khordha and also against the Principal employer M/s United Breweries Limited, Khordha, in view of this amicable settlement.
4. That both the parties will file a joint application (along with the copy of the money receipt) and submit the required number of copies of the settlement before the learned Industrial Tribunal, Bhubaneswar praying to close the I. D. Case No. 49 of 2013 or to pass award in terms of this settlement.
5. That both parties will also file a joint application (along with the copy of the money receipt) and submit the required number of copies of the settlement before the learned Labour Court, Bhubaneswar praying to close the I. D. Case pending on the basis of Order No. 4965—IR(ID) 21/2014-LESI., dated the 26th June 2014 of the Government of Odisha in Labour and ESI Department (Annexure - A) or pass an award in terms of this settlement.
6. That the parties to the settlement after understanding the contents and purports of this settlement which were explained to them in Odia have put their signature on this settlement.
7. That this settlement has been signed by the parties with their free will and volition without being actuated upon any force, undue influence or coercion.
8. The settlement is signed on the 22nd day of July 2014 at 4 P.M., at Bhubaneswar.

SIGNATURE OF THE PARTIES

(Sameer Kumar Jena)
Proprietor of M/s Subham Associate,
Khordha.

(Ainth Naik)
S/o Late Kumar Naik
Address : Khaladwar, Belapada,
P.O. Badatota, P.S. Jatani, Dist. Khordha

Signature of Witnesses

- (1) Satyananda Behera
- (2) Swaroop Banerjee
- (3) Ranjit Ku. Senapati